

ADDENDUM #2

QVCC-MFG-010816

**Knee Style CNC Milling Machine Complete
with Conversational Control
10 Each**

Bid Opening has been changed from Tuesday, February, 23, 2016 at 1:30 pm to Tuesday, February 23, 2016 at 3:00 pm.

ADDENDUM #1

QVCC-MFG-010816

Knee Style CNC Milling Machine Complete with Conversational Control 10 Each

Question: Are the machines to be quoted to include rigging to move the machines into the shop upon delivery or to deliver them to a rigger?

Answer: This will be for rigging to set machines in place.



Quinebaug Valley Community College

Invitation to Bid

**KNEE STYLE CNC MILLING MACHINE
COMPLETE WITH CONVERSATIONAL
CONTROL
10 EACH**

RFP No.: QVCC-MFG-010816

Issued: February 1, 2016

RFP must be submitted by: Tuesday, February 23, 2016 @ 1:00 PM

Questions due by: Monday, February 8, 2016

Questions Answers and
Addendum shall be posted to
The DAS Portal on: Thursday, February 11, 2016

RFP Opening Date: Tuesday, February 23, 2016 @ 1:30 PM

Issued by:
Debra Guntner, Fiscal Administrative Officer
742 Upper Maple Street
Danielson, CT 06239
T-(860) 932-4023
F-(860) 932-4303
E-Mail: dguntner@qvcc.edu

STATE OF CONNECTICUT

Quinebaug Valley Community College

PROPOSER'S CHECKLIST

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

1. ___ The Bid, **and 4 copies** (QVCC-MFG-010816) must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. ___ The **Price Schedule** you have offered has been reviewed and verified.
3. ___ The **payment terms are Net 45 Days**. Net Terms for periods less than 45 days (Ex. Net .30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *EXCEPTION: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.*
4. ___ Any technical or descriptive literature, drawings or bid samples that are required have been included with the bid.
5. ___ If required, the amount of bid surety has been checked and the surety has been included.
6. ___ Any addenda to the bid have been signed and included.
7. ___ The envelope has been:
 - a. ___ marked with the Bid Number and Bid Opening Date &
___ addressed to **Quinebaug Valley Community College**
Attn: Debra Guntner
Fiscal Administrative Officer
742 Upper Maple Street
Danielson, CT 06239
8. ___ The bid number on the envelope exactly matches the bid number inside the envelope.
9. ___ UPS or FEDEX your bid in time to be received and date stamped by the College no later than the designated RFP due date and time. Hand delivered proposals must be directly delivered to Debra Guntner, Business Office, 742 Upper Maple Street, Danielson, CT 06239. Late bids are not accepted under any circumstances. Allow ample time if mailing in your bid.
10. ___ Form DAS-45 Employment Information Form must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
11. ___ Additional forms must be submitted with bid if required by the Agency.
12. ___ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
13. ___ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
14. ___ **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

Any subsequent contract(s) arising from this RFP may be extended to other constituent units of higher education. The use of this award is voluntary and is contingent upon acceptance by the contractor.

Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut and include the Contract Provisions required by the State. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.

The successful bidder shall comply with all applicable Board of Regents for Higher Education Policies including the Ethical Conduct Policy, which may be found by visiting: www.ct.edu/hr/policies. The successful bidder shall also comply with all federal and state statutes and regulations including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all data.

Submission of Bids

1. Bids must be submitted in a sealed envelope on forms supplied by QVCC and must be submitted no later than the date and time specified in the RFP to:

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239

Attention: Debra Guntner, FAO, Business Office

Telephone, e-mailed, or facsimile bids will not be accepted in response to an RFP. Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by QVCC. All bids shall become the sole property of the State and shall not be returned. Bidders may be required to attend a Pre-Bid Meeting prior to the submission of the Bid to examine, in the company of the QVCC representative, the conditions under which the work is to be performed, the site of the work, the plans and specifications. No claims for additional compensation will be considered for conditions made unknown to or discovered by a Bidder before bidding.

2. Bids received after the time and date of the bid opening specified in each RFP shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by QVCC after the time specified for opening of bids shall not be considered. An original and one copy of the Price Schedule shall be returned to QVCC. Bids shall be computer prepared, typewritten, or hand written in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations, or corrections on both the original and one copy of the Price Schedule to be returned must be initialed by the person signing the bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP. Proposals are binding commitments and may be incorporated into any contract awarded. QVCC reserves the right to make an award in

whole or in part, and to contract with one or more proposers for services.

5. Alternate bids will not be considered unless the RFP specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the RFP.

6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern; prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the RFP, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened on the date and time specified in the RFP. **As part of the evaluation process, QVCC may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation.**

9. The successful Bidder shall be bound by the terms and conditions of this contract that is attached to the bid, as it may be modified by agreement of the parties. No additions or changes to any proposal shall be allowed after the proposal due date, unless such modifications is specifically requested by QVCC. QVCC, at its option, may seek a Contractor retraction and/or clarification of any discrepancy or contradiction found during its review of the bids. The use of the name of a manufacturer or of any particular make, model, or brand in describing an item does not restrict bidders to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the bidder shall warrant to the State that it is fit for that purpose. Bids on comparable items must clearly state the exact article being offered including any and all applicable options and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article offered is other than specified, it will be understood that the bidder is offering the article exactly as specified. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

Guaranty of Surety

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond of the surety company must be submitted with the bond.

Samples, Rejected Items, and Abandonment

11. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises, or other destination, goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. QVCC may, by written notice and in accordance with the terms and conditions of the contract, direct the Contractor to remove any or all such goods ("Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of QVCC premises and any other location which QVCC manages, leases or controls. The quality of accepted bid samples does not supersede specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. If the sample is rejected the Contractor shall remove the rejected goods and the Contractor property in accordance with the terms and conditions of the written notice. Failure to remove the rejected goods or Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all the Contractor Parties and Bidder Parties, that:

(a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and let unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licensees, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of terminating all of their Title to the Rejected goods and Contractor Property, vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(b) they vest authority, without any further act required on their part or the part of QVCC, to use or dispose of Rejected Goods and Contractor Property, at the sole discretion of QVCC, as if the Rejected Goods and Contractor Property were the States' own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(c) if QVCC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the QVCC shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse QVCC no later than thirty (30) days after the date of the invoice, and

(d) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective

successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and its Agents arising from the use or disposition of the Rejected Goods and Contractors Property.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which QVCC shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, QVCC may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

13. A contract will be awarded to the Bidder or Bidders whose bid to QVCC deems to be in the best interest of the State and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Contract shall bind the awarded Contractor to furnish and deliver the goods or services and at the process set forth in accordance with this bid. Except for extensions made in accordance with this bid, no amendment to or modification or other alteration of the contract shall be valid or binding upon QVCC unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General. The Contractor shall complete all work within the time limit stated in the Proposal. Should the Contractor be delayed in the execution of the contract by acts of God such as fire or flood or other causes, the Contractor may submit a request for extension of Contract time. To receive consideration, claims shall be filed in writing, with a full statement of the reasons thereof, within seven (7) days of the occurrence of the delay. The decision of the Project Manager regarding extension of time will be final. The parties may extend the Contract, prior to termination, expiration or cancellation, one or more times for a combined total period not to exceed the complete length of the original term. Liquidated damages of one thousand dollars (\$1,000.00) per calendar day will be assessed for each day beyond the date given for substantial completion of the Contract. The QVCC Project Manager may, at their discretion, waive liquidated damages.

14. QVCC reserves the right to reject a bid of any vendor who is in default of any prior contract, whose bid does not contain all elements or documents called for herein the document, whose bid submittal is late in accordance with this document, or who is guilty of any form of misrepresentation of the company or its representatives. QVCC reserves the right to reject in whole, or in part, any or all bids submitted.

15. Bidders have five days (5) after notice of award of the contract to reject the award; after five days (5) the contract will be binding on the Contractor. If the Contractor rejects the award within the five (5) day period, QVCC will award the contract to the next responsible qualified bidder.

Price Schedule, Payment Terms and Billing

16. Payment to the awarded vendor will be via State of Connecticut check only after QVCC receives and accepts the goods or services. Successful Contractor will render monthly, itemized invoices to the QVCC, which in return will make payment to the Contractor. The **payment terms are Net 45 Days after the goods or services are accepted or Net 30 Days if the Contractor is a certified small business contractor or minority business enterprise as defined**

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

in Conn. Gen. Stat. 4a-60g. Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *EXCEPTION: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.* Any late payment charges shall be calculated in accordance with the Connecticut General Statutes. If applicable to and during the term of this contract, the price schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The price schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate. In the event that the awarded contractor moves or updates telephone numbers, address, etc., it is the responsibility of the Contractor to advise QVCC of such changes in writing. A completed W-9 and RFP-26 is required by the selected vendor. QVCC will not be held responsible for payments that are delayed due to additional routing caused by the lack of notification on the Contractor's part. Changes must be forwarded to:

Quinebaug Valley Community College
742 Upper Maple Street,
Danielson, CT 06239
Attention: Debra Guntner, FAO, Business Office

No additional lease agreements will be allowed. QVCC personnel must not sign any agreements from the Contractor listed on the contract award. The Contractor must be willing to enter into a Personal Service Agreement (PSA) and/or Purchase Order with QVCC after the award is issued. If a vendor refuses then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

Contractor Performance/Responsibilities

17. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for QVCC, if it deems it to be necessary or appropriate in its sole discretion, to cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. QVCC shall invoice the Contractor for all such purchases to extent that they exceed the costs and expenses in awarded Bid payment schedule and the Contractor shall pay the QVCC invoice immediately after receiving the invoice. If QVCC does not cancel the contract, QVCC will deduct such open market purchases from the Contract quantities, however, if QVCC deems it to be in the best interest of the State, QVCC may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by QVCC.

18. The State and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

19. The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the contract is being resolved.

20. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor for any of its obligations under the contract.

21. The Contractor shall be responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely, and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

22. If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then QVCC may, in its sole discretion, without more and without any action whatsoever of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with QVCC. Accordingly, QVCC may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of QVCC as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

Safety

23. The Contractor will comply with all applicable Federal, O.S.H.A., State of Connecticut, local laws, and current campus safety standards in force at the time of services. The Contractor and each Sub-Contractor will sign in each day on a clip board on the wall of a bulletin board outside of and directly adjacent to the office of the Director of Maintenance near the boiler room in the main building. The names of all individuals on the site are required to be listed. When the Contractor and each Sub-Contractor depart the site, the sign-out process will reflect such. The process is to identify each individual on the site each day of work.

Indemnification

24. The Contractor is responsible for the repair or replacement cost of any damage to QVCC and/or personal property caused by use, misuse, or negligence of the contractor or his employees. The Contractor is responsible for reporting damage within 24 hours of occurrence and must be in writing. The Contractor shall make prompt restitution to QVCC by certified check or replacement, or repairs subject to QVCC approval, in settlement of any damage(s). The Contractor shall indemnify, defend and hold harmless the State/QVCC and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

nature arising out of the performance of the agreement, (2) including those arising out of injury to or death of Contactor's employees or subcontractors, whether arising before, during or after completion of the services and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the Contractor or its employees, agents or subcontractors. Without limiting the foregoing, the Contractor shall defend, indemnify and hold QVCC and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract, this indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.

Standard Wage Rate

25. Contractors must comply with all provisions of **State Statute No. 31-57f. An Act Setting Standard Wage Rates for Certain Service Workers.** Information regarding this Statute and when it applies can be obtained for the Department of Labor's web site: <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/99-142guide.htm>. Questions concerning the provisions and implementations of this statute should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd, Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

Campaign Contribution and Solicitation Ban

26. Conn. Gen. Stat. 4a-81 (the "Act") requires that this solicitation includes a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

- a) With regard to a State contract as defined in P. A. 07-1, having a value in a calendar year of \$50,000.00 or more or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11. No state agency shall execute a contract for the purchase of goods or services to the state unless the state agency obtains the written affidavit described in subsection (b) of this section.
- b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contract with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contracting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the

Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then QVCC shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

27. Conn. Gen. Stat. 4-252 (the "Statute") requires that the RFP, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements, described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

- a) The terms "gift", "quasi-public agency", "state agency", "large state contract", "principals and key personnel", and "participated substantially" as used in this section shall have the meanings set forth in the Statute.
- b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
- c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
 - (1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
 - (2) That no such principals and key personnel of the person, firm, or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
 - (3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

28. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and QVCC have executed the contract and thereafter the Contractor receives a written notice of PSA approval from the State of Connecticut Attorney General's Office and/or Purchase Order. **The contract itself is not an authorization for the contractor to ship goods or begin performance in any way. A Contractor making delivery without an approved PSA and/or Purchase Order in accordance with this section does so at Contractor's own risk.**

29. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of Fifty Thousand Dollars (\$50,000.00) or more or a combination or series of such agreements or contracts having a value of One Hundred Thousand Dollars (\$100,000.00) or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the state Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

30. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Attached Non Discrimination Certificate(s) must be completed and submitted with the Bid. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

Delivery/Insurance

31. Deliveries shall be made as specified by QVCC during normal receiving hours of the agency. Delivery must be made directly to the location request of QVCC. Contractor must provide inside delivery where required, at no additional cost to QVCC. The Contractor or Contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on QVCC's loading dock or receiving platform. The receiving personnel of QVCC are not required to assist in this process. Pick-up deliveries will not be accepted. The decision of QVCC as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor. The Contractor is responsible for the delivery of material in first class condition at the point of delivery. The Goods shall be securely and properly packed for shipment without extra charge for packing cases, baling or sacks. The containers shall remain the property of QVCC unless otherwise stated in the Bid. All deliveries shall be made in accordance with good commercial practice. QVCC shall determine the manner and prescribe the inspection of all Goods and the test of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, QVCC may, in its sole discretion, either

reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the goods meet the specification, any decision pertaining to any such failure or rejection shall be final and binding.

32. Before commencing performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance: A Certificate of Insurance ("Certificate"), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker's Compensation and Employer's Liability is required and must meet statutory coverage requirements prescribed by the Worker's Compensation statutes of the State of Connecticut. The Employer's Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies. Vendor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the System.

Each Contractor who uses or operates a motor vehicle at any time in the performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking, and operation of motor vehicles of such type, class, and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

Subcontractors

33. QVCC must approve any and all subcontractors utilized by the successful Contractor prior to any such subcontractor commencing any

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

work. Contactors acknowledge by the act of submitting a bid that any work provided under the contract is work conducted on behalf of the QVCC and that QVCC may communicate directly with and subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Contractor to QVCC upon request.

Confidentiality/Encryption of Confidential Data

34. **“Confidential Information” or “CI”** shall mean any information about a client, including but not limited to first name and last name, or the first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver’s license number or State-issued identification card number; (c) date of birth; (d) financial account number, or credit card or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client’s financial account. Without limiting the foregoing, CI shall also include any information QVCC classifies as “confidential” or “restricted”. CI shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public. The Contractor and Contractor Parties agree to protect the confidentiality of any files, data or other material pertaining to this contract in accordance with existing state policies and to restrict their use solely for the purpose of performing this contract. The successful Contractor shall take all steps necessary to safeguard data, files, reports or other information for loss, destruction or erasure. Any cost or expenses of replacing any damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through its negligence.

“Confidential Information Breach” or “CIB” shall mean, generally, and instance where an unauthorized person or entity accesses CI in any manner, including but not limited to the following occurrences: (1) any CI that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any CI that is not encrypted or protected without prior written authorized from the State; (3) the unauthorized acquisition of encrypted or protected CI together with the confidential process or key that is capable of compromising the integrity of the CI; (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, QVCC or State.

Protection of Confidential Information

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a CIB any and all CI which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of CI. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of CI, and information of a similar character, as set forth in all applicable federal and state law and written policy of QVCC or the state concerning the

confidentiality of CI. Such data-security program shall include, but not limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing CI;

(2) Reasonable restrictions on access to records containing CI, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to CI, including but not limited to passwords; and

(5) Encrypting of CI that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify QVCC and the Connecticut Office of the Attorney General as soon as practical, but no later than 24 hours, after they become aware of or suspect that any CI which Contractor or Contractor Parties have come to possess or control has been subject to a CIB. If a CIB has occurred, the Contractor shall, within 3 business days after the notification, present a credit monitoring and protection plan to the President of QVCC for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the CIB. Such credit monitoring or protection plan shall include, but is not limited reimbursement for the cost of placing and lifting one security freeze per credit file pursuant to C. G. S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the CIB. The Contractor’s cost and expenses for the credit monitoring and protection plan shall not be recoverable from QVCC, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard CI in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor’s or Contractor’s Party obligations pursuant to HIPAA. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the

Contractor must comply with the terms and conditions of this Act. If the Contractor is not a Business Associate under HIPAA, then the terms and conditions of the Act do not apply to the Contractor for this Contract.

Offer of Gratuities

35. The Contractor warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or agrees to, benefit financially or materially from this procurement. This Bid may be terminated by QVCC without liability attaching to the State if it is determined that the gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Contractor or the Contractor Parties.

Americans with Disabilities Act

36. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990, Public law 101-336 and any other applicable Federal laws and regulations, to the extent applicable, during the term of the Contract. QVCC may cancel the contract if the Contractor fails to comply.

Whistleblowing

37. This agreement is subject to the provisions of Connecticut General Statutes 4-61dd. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this agreement. Each violation shall be separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

Termination, Cancellation, and Expiration

38. Notwithstanding any provisions in this Contract, QVCC, through a duly authorized employee, may terminate the contract whenever QVCC makes a written determination that such termination is in the best interests of the State. QVCC shall notify the contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

39. Notwithstanding any provisions in the Contract, QVCC, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, cancel the Contract in accordance with the Breach section of this Contract.

40. QVCC shall send notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to QVCC for purposes of correspondence, or by hand delivery. Upon receiving such notice from QVCC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to QVCC all records. The records are deemed to be the property of QVCC and the Contractor shall deliver them to QVCC no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from QVCC for the records. The Contractor shall deliver those records that exist by electronic, hand, or certified mail at the Contractor's expense.

41. Upon receipt of a written notice of Termination or Cancellation from QVCC, the Contractor shall cease operations as directed by QVCC in the notice, and take all actions that are necessary or appropriate, or that QVCC may reasonably direct, for the protection and preservation of the goods and any other property. Except for any work which QVCC directs the Contractor to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

42. Upon Termination, Cancellation, or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect

to the sections which survive Termination, Cancellation, or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

43. Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by QVCC.

Breach

44. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party received such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellations of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours prior written notice. If QVCC believes that the Contractor has not performed according to the Contract, QVCC may withhold payment in whole or in part pending resolution of the performance issue, provided that QVCC notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the payment schedule agreed upon in the award.

45. In addition to all other remedies that QVCC may have, the State, in its sole discretion, may set off:

(a) Any costs or expenses that QVCC incurs resulting from the contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the contractor has with the QVCC; and

(b) Any other amounts that are due or may become due from QVCC to the Contractor, against amounts otherwise due or that may become due to the contractor under the Contract, or under any other agreement or arrangement that the Contractor has with QVCC. QVCC's right to set off shall not be deemed to be QVCC's exclusive remedy for the Contractor's or Contractor parties' breach of the contract, all of which shall survive any setoffs by QVCC.

Contractor Guaranties

46. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Service, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of records that the Contractor has access to and are exempt from

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaims, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

Representations and Warranties

47. The Contractor, and the Bidder, as appropriate, represent and warrant to QVCC for itself, Contractor Parties and Bidder Parties, as appropriate, that:

(a) if any entities, they are duly and validly existing under the laws of their respective states or organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery, and performance of the Bid and the contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

(b) They will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the QVCC under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery, and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three (3) years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or received stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offense listed above;

(g) they have not within the three (3) years preceding the Contract had one or more contracts with any governmental entity cancelled;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to QVCC in writing all claims involving them that might reasonably be expected to be

material, adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor's obligation to disclose any claims to QVCC, the ten (10) days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

(k) their participation in the RFP process is not a conflict of interest or a breach of ethics under the provision of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the Same Goods or Services, and is in all respects fair and without collusion or fraud and they are able to perform under the Contract using their own resources or the resources of a party who is not a Bidder;

(m) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut, have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations and owe no unemployment compensation contributions;

(n) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have if an as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes, all of their vehicles have current registration and, unless such vehicles are no longer in service, they shall not allow any such registration to lapse.

(o) except to the extent modified or abrogated in the Contract, all Title and Warranties shall pass to QVCC upon complete installation, testing and acceptance of the goods or services and payment by QVCC. If either party terminates or cancels the Contract, for any reason, they shall relinquish to QVCC all Title and Warranties to the goods or services delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by QVCC. With regard to third party products provided with the goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license.

Disclosure of Contractor Parties Litigation

48. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.

Violence in the Workplace Prevention Policy

49. Executive Order No. 16 Violence in the Workplace Prevention Policy. This contract is subject to the provisions of the Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by QVCC or the State Labor Commissioner for violation of noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof agree: (1) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a

STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-MFG-010816
Standard Bid Terms and Conditions

condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife, (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous Instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Contractor shall adopt the above prohibitions as work rules, and violations, of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules. (5) The Contractor further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section.

Agency On-Site Information

51. Maintenance: Martin Charette, Building Maintenance Supervisor
Phone: (860) 932-4157
Fax: (860) 932-4303

Business Office: Debra Guntner, Fiscal Administrative Officer
Phone: (860) 932-4023
Fax: (860) 932-4303

Administrative Services: Paul Martland, Dean of Administrative Services
Phone: (860) 932-4124
Fax: (860) 932-4303

KNEE STYLE CNC MILLING MACHINE COMPLETE WITH CONVERSTIONAL CONTROL
Bid #QVCC-MFG-010816

OVERVIEW

Quinebaug Valley Community College (QVCC) is looking to purchase ten (10) knee style CNC milling machines complete with conversational control. These machines will meet the needs of our new Advanced Manufacturing Program here at QVCC. QVCC was designated in 2012 to create the Advanced Manufacturing Technology Center for Eastern Connecticut. Our center was one of three new Community College based centers funded by the State to duplicate the successful program that has been running at Asnuntuck Community College for over a decade. To date we have been sharing advanced manufacturing lab space and machinery with the Harvard H. Ellis Technical High School. In the summer of 2016, QVCC's new Advanced Manufacturing Technology Center building will be opening on our Danielson campus. The equipment specified in this bid request will be housed in our new building. The estimated timeframe for delivery to the college is July 2016

AUTHORIZED DISTRIBUTOR

Bidders must have been an established, factory authorized re-seller for the product line to be used in the installation for a minimum of one (1) year. Bidders are responsible for providing factory authorized warranty service at N/C to Quinebaug Valley Community College. Bidders should also have the ability to offer non-warranty repair service at additional cost on this equipment if required. Bidders must provide written confirmation of authorized distributorship from the manufacturer upon request.

GUARANTEE / WARRANTY OF EQUIPMENT

Contractors shall guarantee that the equipment offered is standard new equipment and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

Products furnished under the terms of this contract shall be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state, and local standards for quality and safety requirements and must be UL approved. All equipment delivered under this contract shall be first quality manufacture, workmanship, and finish, and of latest model in current production. No remanufactured or refurbished equipment shall be provided under this contract.

All products purchased from the Contractor shall be warranted against defects in workmanship or materials for not less than one (1) year date of delivery installation. If the manufacturer's standard warranty exceeds one year, then the standard warranty shall prevail. Any product determined to be defective by the contractor shall be repaired or replaced at no cost to QVCC.

The Contractor shall furnish a copy of the manufacturer warranty to the purchasing office upon delivery, and indicate the factory warranty period on the Exhibit A - Price Schedule.

BRAND NAME SPECIFICATION

Brand names referenced or implied in Exhibit A – Price Schedule are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. ***Bids are invited on these and comparable brands or products provided the quality of the proposed product meets or exceeds the quality of the specification listed. Bidders must submit complete documentation on the specification and quality levels of the proposed product. Bids submitted that do not contain this documentation are subject to rejection.***

In the event a bidder submits an alternative brand name product for consideration, the bidder shall include on company letterhead a statement certifying that the alternative product meets all initial specifications solicited. Any deviation or lack of specifications to the one solicited and/or awarded found to be existent prior to or after the purchase and installation of the equipment will be corrected and/or replace at the sole expense of the Contractor.

*Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239*

***KNEE STYLE CNC MILLING MACHINE COMPLETE WITH CONVERSTIONAL CONTROL
Bid #QVCC-MFG-010816***

In the event a bidder submits an alternative brand name product for consideration that exceeds the solicited specification, no additional bid amount concluding to benefit the contract user above the minimum specification will be considered as a more cost effective purchase.

PRICING

Bid pricing shall include all materials needed to provide and offer the requested commodity and/or service listed under overview. All rates shall be fixed for the term of the contract. Prices shall be net including all delivery and transportation charges fully prepaid by the Contractor, FOB our 742 Upper Maple St. Danielson, CT 06239

DELIVERY

Bidders shall provide an estimated delivery lead time in the section provided in Exhibit A, labeled "Delivery". Seventy-two (72) hour advance notice of delivery is required and shall be made to:

Quinebaug Valley Community College
Debra Guntner, Fiscal Administrative Officer
860-932-4023
dguntnerqvcc.edu

Delivery will be to the Rigger, 742 Upper Maple St. Danielson, CT. 06239.

TRAINING

After installation of the equipment, the Contractor shall provide training to QVCC's personnel for the proper use of the equipment at no additional charge. Training will be scheduled according to QVCC's needs.

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239

KNEE STYLE CNC MILLING MACHINE COMPLETE WITH CONVERSTIONAL CONTROL
Bid #QVCC-MFG-010816

	QUINEBAUG VALLEY COMMUNITY COLLEGE	Bid # QVCC-MFG-010816	
Buyer Name: Debra Guntner	Exhibit A – Price Schedule	Bidder Name:	
Telephone No: (860) 932-4023	Payment Terms are Net 45. Bid prices shall include transportation charges F.O.B. Danielson CT	Delivery:	
Ship To Address: 742 Upper Maple St. Danielson, Ct. 06239		Terms: Net 45	Cash Discount: % Days

Knee style milling machine with CNC conversational control. (ProtoTRAK or equivalent) (Approx. List of Items and Dimensions)

Machine specifications (approx.)

- Table size minimum 48" X 9"
- 5/8" T slots length of table
- Minimum quill travel 5"
- Quill diameter minimum 3- 3/8"
- R8 spindle taper
- Variable spindle speed range 60-4200 RPM
- Head tilt angles 45 degrees forward and back, 90 degrees side to side
- 3 horsepower minimum spindle motor, 3 phase 208V
- Control power 110V, single phase
- Ways surface dovetail with adjustable gibs, hardened and ground, preferably chrome plated
- Meehanite casting
- Precision spindle bearings
- Real hand wheels for manual operation
- One shot auto lube

Control Hardware (approx.)

- Two axis and optional three axis controller with 3 axis digital readout
- Digital servo amplifiers
- DC servo motors rated at 280 in-oz min.
- Precision ground ball screws in table and saddle
- Color screen and graphics
- USB connectors
- Industrial grade Pentium processor
- RJ45 port and Ethernet card
- Override of program feed rate
- Override of program spindle speed LED status lights built into display USB thumb flash drive memory 512 MB or more

Software (approx.)

- Geometry-based programming
- Canned cycles for common milling operations: position drill, bolt hole, mill, arc, pocket, profile, island, helix, thread mill, engrave

KNEE STYLE CNC MILLING MACHINE COMPLETE WITH CONVERSTIONAL CONTROL
Bid #QVCC-MFG-010816

- Incremental and absolute dimensions
- Windows operating system
- Geometry based programing
- Multiple fixture offsets
- Tool path graphics with adjustable views
- Automatic cutter compensation
- Advanced tool library
- Optional output to programmable indexer or rotary table
- **Included in this Bid will be a Listing of all Options, Tooling and Accessory Packages available for this machine at list price and any additional Educational Percentage Discount if offered.**
- **Included in this Bid will be a listing of all Manufacturer Warranties/Extended Warranties/Maintenance/Repair Services with pricing offered to QVCC for five (5) years. The contract will be from 7/1/2016-6/30/2021**

Qty	Unit	Unit Price	Total
10	Ea	\$	\$
Educational Discount			\$
Shipping			\$
Rigging			\$
Grand Total			\$
Option Discount % off of List Price			%
Optional Accessory Packages Discount % off of List Price			%
Optional Tooling Package Discount % off of List Price			%

*****Prices above must be delivered pricing to our Rigger in Danielson, CT*****

Manufacturer Warranty Period: _____

Year 1	
Warranty/Extended Warranty/Yearly Maintenance Rates	
Extended Warranty cost per year after Manufacturer Warranty expires if offered	\$
Standard Repair Calls Rate Per Hour	\$
Emergency Repair Calls Rate Per Hour	\$
Repair OEM Parts Discount	%
Trip Charge	\$

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239

KNEE STYLE CNC MILLING MACHINE COMPLETE WITH CONVERSTIONAL CONTROL
Bid #QVCC-MFG-010816

Year 2	
Warranty/Extended Warranty/Yearly Maintenance Rates	
Extended Warranty cost per year after Manufacturer Warranty expires if offered	\$
Standard Repair Calls Rate Per Hour	\$
Emergency Repair Calls Rate Per Hour	\$
Repair OEM Parts Discount	%
Trip Charge	\$

Year 3	
Warranty/Extended Warranty/Yearly Maintenance Rates	
Extended Warranty cost per year after Manufacturer Warranty expires if offered	\$
Standard Repair Calls Rate Per Hour	\$
Emergency Repair Calls Rate Per Hour	\$
Repair OEM Parts Discount	%
Trip Charge	\$

Year 4	
Warranty/Extended Warranty/Yearly Maintenance Rates	
Extended Warranty cost per year after Manufacturer Warranty expires if offered	\$
Standard Repair Calls Rate Per Hour	\$
Emergency Repair Calls Rate Per Hour	\$
Repair OEM Parts Discount	%
Trip Charge	\$

Year 5	
Warranty/Extended Warranty/Yearly Maintenance Rates	
Extended Warranty cost per year after Manufacturer Warranty expires if offered	\$
Standard Repair Calls Rate Per Hour	\$
Emergency Repair Calls Rate Per Hour	\$
Repair OEM Parts Discount	%
Trip Charge	\$

DATE SUBMITTED:	BIDDER ADDRESS:	
AUTHORIZED SIGNATURE:	PRINTED NAME:	TITLE:

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239

KNEE STYLE CNC MILLING MACHINE COMPLETE WITH CONVERSTIONAL CONTROL
Bid #QVCC-MFG-010816

ALL correspondence relative to this procurement, WITHOUT EXCEPTION, shall be done through the Fiscal Administrative Officer, Debra Guntner, at Quinebaug Valley Community College (QVCC) and shall be via e-mail to dguntner@qvcc.edu from the date of release of this invitation through the date and time of the bid opening. Questions for the purpose of clarifying the invitation must be submitted no later than Monday, February 8, 2016. Answers to all questions will be **answered and posted** to the DAS portal by Thursday, February 11, 2016.

QVCC shall be the sole judge of the responsiveness, appropriateness and completeness of any and all bids. The College reserves the right to reject any or all bids and in particular any bid not containing the complete data or information requested. The College also reserves the right to waive any irregularity in any bid received. The College also reserves the right to further negotiate after bids are opened with any bidders that submits a quote.

ONE (1) ORIGINAL AND Four (4) COPIES (labeled COPY) of the bid shall be submitted. The bid must be in a single sealed envelope with the Bid number, title and bid opening date on the face of the envelope. The bidder's name and address must be in the upper left corner of the envelope.

BIDS ARE DUE BY 1 p.m., Tuesday, February 23, 2016. No exceptions. U.S. Mail is not acceptable as they do not deliver directly to the Purchasing Office. UPS or FedEx is recommended. The RFP response must be delivered to:

Quinebaug Valley Community College
Attn: Debra Guntner
Fiscal Administrative Officer
742 Upper Maple Street
Danielson, CT 06239

Please Note: Faxed, e-mailed, or late proposals shall automatically be rejected. Delivery of the proposal package to any other person or location may be grounds for rejection. The College is not responsible for courier delays or traffic conditions.

Bids shall be opened publicly at **1:30 P.M. on Tuesday, February 23, 2016 in room W207** at QVCC. All interested parties may attend. At this time, **only** the responding bidder(s) name shall be made public. All responses shall be available for public review upon request after the award. It is the intent of the College to make an award by **March 8, 2016**.

Bids shall be considered valid for 60 days from the proposal submission deadline.

All Forms listed below need to be returned with this proposal:

- CHRO Contract Compliance Regulations
- DAS-45 EEOC
- RFB-26
- W-9
- DAS-14 Statement of Qualifications
- DAS-12 OSHA Certificate of Compliance
- Form A Nondiscrimination Certificate-Entity (Value under \$50,000/year)
- Form B Nondiscrimination Certificate-Individual (Value under \$50,000/year)
- Form C Nondiscrimination Certificate-Entity (Value equal or greater than \$50,000/year)
- OPM Ethics Form 1 (Value equal or greater than \$50,000/year)
- OPM Ethics Form 5 (Value equal or greater than \$50,000/year)
- OPM Ethics Form 6 (Value equal or greater than \$500,000/year)
- Proof of current certification as a State of CT Small Business Enterprise (SBE) or Minority Business Enterprise (MBE), if applicable

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) THE BIDDER'S SUBMISSION OF EMPLOYMENT STATISTICS CONTAINED IN THE "EMPLOYMENT INFORMATION FORM", INDICATING THAT THE COMPOSITION OF ITS WORKFORCE IS AT OR NEAR PARITY WHEN COMPARED TO THE RACIAL AND SEXUAL COMPOSITION OF THE WORKFORCE IN THE RELEVANT LABOR MARKET AREA; AND
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders' good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

VENDOR AUTHORIZATION GUIDELINES (page 1 of 2)

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC's that do not have boards of directors, must submit the following:

1. a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company to enter into a contract.

PARTNERSHIPS – Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

VENDOR AUTHORIZATION GUIDELINES (page 2 of 2)

Sole Proprietors - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website www.das.state.ct.us/busopp.asp. Scroll down until you see the heading "**Vendor**" on the far right side of the screen. Then click on "**Vendor Authorization Guidelines and Samples**".

EMPLOYMENT
INFORMATION FORM
(DAS-45)

Bid Number:

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
EMPLOYMENT INFORMATION FORM

Company Name Street Address City State/Zip	Contact Name	Phone Number	Date
---	--------------	--------------	------

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees, enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (Not of Hispanic Origin)		C BLACK (Not of Hispanic Origin)		D HISPANIC		E ASIAN/PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers(Skilled)											
Operatives(Semi-Skilled)											
Laborers(Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No						Explain:					
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No						Explain:					
Do you use an Affirmative Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No						Explain:					
Describe your recruitment, hiring, training and promotion anti-discrimination practices.											

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239

Read & Complete Carefully

Page 1 of 2

IMPORTANT: ALL pages of this form must be completed, signed and returned by the Bidder as part of the Bid package. Failure to submit all pages, 1 through 2, may constitute grounds for rejection of your Bid.

COMPLETE BIDDER LEGAL BUSINESS NAME AND ADDRESS:	Taxpayer ID # (TIN): SSN: OR FEIN: WRITE/TYPE SSN/FEIN NUMBER ABOVE
---	--

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (If different from above):
--

BUSINESS ENTITY: LLC NON-PROFIT	PARTNERSHIP INDIVIDUAL/SOLE PROPRIETORSHIP	CORPORATION Type of Corporation: State Organized in:
--	---	--

NOTE: If Individual/Sole Proprietor, Individual's Name (as Owner) must appear in the Legal Business Name block above.

BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES	D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)
--	--

UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
---	--

UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
---	--

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER	DATE EXECUTED
--	----------------------

TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON
--	-----------------------------------

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
BIDDER E-MAIL ADDRESS AND WEB SITE:				
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE FOR PAYMENT ADDRESS OF YOUR BUSINESS.				
<input type="checkbox"/> SAME AS ADDRESS ABOVE				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
BIDDER CONTACT INFORMATION: NAME				
1ST BUSINESS PHONE:		Ext. #	HOME PHONE:	
2ND BUSINESS PHONE:		Ext. #	CELLULAR:	
1ST FAX NUMBER			TOLL FREE PHONE NUMBER:	
2ND FAX NUMBER			TOLL FREE FAX NUMBER:	
IS YOUR BUSINESS <u>CURRENTLY</u> A DAS CERTIFIED:				
<input type="checkbox"/> SMALL BUSINESS ENTERPRISE				
<input type="checkbox"/> MINORITY BUSINESS ENTERPRISE				
<input type="checkbox"/> NO				
IF YES TO EITHER SBE OR MBE PLEASE ATTACH THE CERTIFICATE TO THIS BID.				
IF YOU ARE A <u>STATE EMPLOYEE</u> , INDICATE YOUR POSITION, AGENCY, AND AGENCY ADDRESS:				
Has the Bidder, any company official, or any subcontractor to the Bidder, received any notices of debarment and/or suspension form contracting with the State of Connecticut, the Federal Government or any governmental entity?				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
The above signed Bidder further affirms and declares that neither the Bidder and/or any company official nor any subcontractor to the Bidder and/or any company official has received any notices of debarment and/or suspension form contracting with other state within the United States?				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
If the above signed Bidder, any company official or any subcontractor to the Bidder <i>has</i> received notices of debarment and/or suspension form contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices <u>must</u> be attached to this document when submitting this Bid.				
Number of Notices Attached _____				
OTHER INFORMATION:				
http://www.ct.gov/ethics/lib/ethics/2006_guide_for_contractors.pdf http://www.das.state.ct.us/purchase/info/vendor_authorization_and_guidance_081106.pdf				

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



THIS FORM WILL BE USED AS AN AID IN ASSESSING QUALIFICATIONS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST OTHER NAMES YOUR COMPANY DOES BUSINESS AS: _____

LIST PREVIOUS COMPANY NAME (S): _____

IF APPLICABLE, LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NUMBER AND NAME, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT No.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IF APPLICABLE, LIST ANY OTHER CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS **THAT YOUR COMPANY DID NOT PERFORM ANY SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NUMBER AND NAME, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT No.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



COMPANY NAME: _____

REFERENCES:

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS SOLICITATION WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
1.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
2.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
3.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



COMPANY NAME: _____

COMPANY VALUE: EQUIPMENT ASSETS: _____ TOTAL ASSETS: _____

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE, IF APPLICABLE (Attached additional sheets if necessary):
(I.e. MODEL, YEAR & MANUFACTURER AND/OR AS SPECIFIED IN SOLICITATION DOCUMENTS, IF APPLICABLE).

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFIES YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS SOLICITATION, IF APPLICABLE.

STATE OF CONNECTICUT

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS** **HAS NOT**
Company Name (Check Applicable)

been cited for three (3) or more willful or serious violations of any Occupational Safety and Health (OSHA) Act or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the solicitation, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS** **HAS NOT** (Check Applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the solicitation.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) *ss:* _____ *A.D., 20* _____

_____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____
(Notary Public) *(Seal)*



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than **\$50,000** for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.